

AG Contract No KR03-0407TRN  
ADOT ECS File No. JPA 03-022  
Project: HX10001C  
Section: SR 95 MP 237.4 Intersection  
El Rodeo Signal  
Item No.: 71204

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
MOHAVE COUNTY

THIS AGREEMENT is entered into 9th July, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the COUNTY OF MOHAVE, acting by and through its BOARD OF SUPERVISORS, (the "County")

### I. RECITALS

1 The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2 The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County

3 The State and the County desire to participate in the construction, and maintenance of a new warranted traffic signal located at SR 95 MP 237.40, intersection with El Rodeo, at an estimated cost of \$150,000.00, hereinafter referred to as the "Project", for the safety and benefit of the traveling public

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

---

NO. 26169  
Filed with the Secretary of State  
Date Filed: 07/09/03

Janice K. Brewer  
Secretary of State

By: Vicky D. Haennewald

**II. SCOPE OF WORK**

## 1. The State will.

a Provide design plans, specifications, and other documents and services required for construction bidding and construction of traffic signal and intersection improvements. Incorporate or resolve County's review comments.

b Be responsible for (2/3) two-thirds of the total cost of the Project, which is estimated at \$150,000.00. Call for bids and award one or more contracts for the construction of the signal. Administer contract(s) and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c Upon completion and acceptance of the Project by the State, provide maintenance to the signal and ancillary equipment, all at State expense.

d Upon execution of this agreement remit an invoice to the County for 1/3 of the estimated shared cost, estimated at \$50,000.00 for of the Project. At project acceptance, invoice or reimburse the County for 1/3 the cost difference between the estimated cost and the total actual cost of the signal.

## 2 The County will:

a Review the design documents and provide comments.

b Within 30 days after receipt of an invoice, pay the State 1/3 of the estimated total cost, estimated at \$50,000.00. Be responsible for any cost increases and contractor claims for extra compensation due to delays or whatever reason attributable by the County. Upon project completion pay or be reimbursed 1/3 of any cost differences between the estimated cost and the total actual cost of the signal.

c Upon completion and acceptance of the traffic signal by the State, provide electrical energy to operate the signal, all at the County's expense. Hereby, grant the State rights-of-entry to maintain the signal and ancillary equipment.

**III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said signal; provided, however, that this agreement, except any provisions herein for electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007


Mohave County  
Public Works Department  
P. O. Box 7000  
3675 Highway 66  
Kingman, AZ 86442-5733

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

---


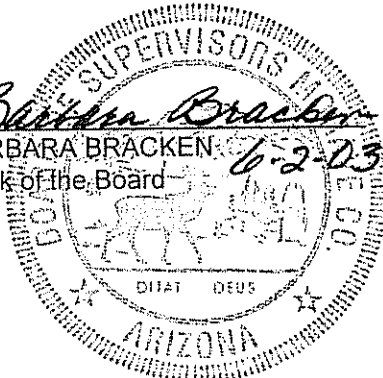
**MOHAVE COUNTY**

By   
RON E. WALKER  
Manager

**STATE OF ARIZONA**  
Department of Transportation

By   
MICHAEL P. MANTHEY  
State Traffic Engineer

**ATTEST**

By   
BARBARA BRACKEN  
Clerk of the Board  


# MOHAVE COUNTY BOARD of SUPERVISORS

P.O. Box 7000

Website - [www.co.mohave.az.us](http://www.co.mohave.az.us)

809 East Beale Street

Kingman, Arizona 86402-7000

TDD - (928) 753-0726

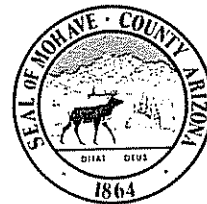
District 1  
Pete Byers  
(928) 753-0722

District 2  
Tom Sockwell  
(928) 758-0713

District 3  
Buster D. Johnson  
(928) 453-0724

County Manager  
Ron E. Walker  
(928) 753-0729  
FAX (928) 753-5103

Clerk of the Board  
Barbara Bracken  
(928) 753-0731  
FAX (928) 753-0732



## MOHAVE COUNTY BOARD OF SUPERVISORS 809 E. BEALE STREET, KINGMAN, ARIZONA

### MINUTE ORDER – 2003-03

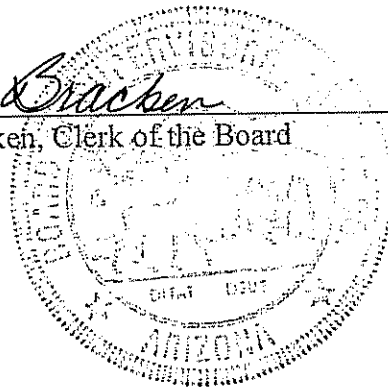
In the matter identified as Consent Item 70, at the June 2, 2003, Board of Supervisors Meeting, the following motion was recorded:

Motion was made by Supervisor Johnson, seconded by Supervisor Byers, and unanimously carried to approve an Intergovernmental Agreement between Mohave County and ADOT for the construction and maintenance of a new warranted traffic signal at the intersection of SR 95 and El Rodeo Road in Mohave Valley, at an estimated cost of \$150,000.

### MOHAVE COUNTY BOARD OF SUPERVISORS

Barbara Bracken, Clerk of the Board

Dated this 23rd day of June, 2003.



**RECEIVED**


JUN 23 2003

PA. C. PUBLIC WORKS

APPROVAL OF THE MOHAVE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and MOHAVE COUNTY, declare this agreement to in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 19th day of May, 2003.

  
\_\_\_\_\_  
Attorney



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE: 602.542.8855

TERRY GODDARD  
ATTORNEY GENERAL


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR03-0407TRN (JPA 03-022), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED July 1, 2003.

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

/ss

att.